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THE HONORABLE EDWARD F. SHEA

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

NOV-23 2010

JAMES R. LARSEN, CLERK
DEPUTY
RICHLAND, WASHINGTON

*Attorneys for Defendants bVisual USA, Inc.,
bVisual Group LTD., d/b/a bVisual World
Distribution LTD., bVisual S.A.,
Stephan Anthony Larson, Brian Larson,
Jane Doe Larson, and Allan Holbrook*

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON AT SPOKANE

11 NUMBERS LICENSING, LLC, a
12 Washington limited liability
company.

CASE NO. CV-09-065-EFS

CONSENT JUDGMENT

Plaintiff.

V

15 bVISUAL USA, INC., a Delaware
16 corporation, bVISUAL GROUP
17 LTD., d/b/a bVISUAL WORLD
18 DISTRIBUTION LTD., an Irish
19 corporation, bVISUAL S.A., a
20 Panamanian corporation; STEPHAN
21 ANTHONY (TONY) LARSON;
22 BRIAN LARSON, JANE DOE
LARSON and their marital
community; TOM BORKOWSKI, an
individual; and ALLAN
HOLBROOK, an individual,

Defendants.

**FINAL JUDGMENT ON CONSENT - 1
(CV-09-065-EFS)**

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1 bVISUAL USA, INC., a Delaware
2 corporation, bVISUAL GROUP
3 LTD., d/b/a bVISUAL WORLD
4 DISTRIBUTION LTD., an Irish
5 corporation, bVISUAL S.A., a
Panamanian corporation, and
TOM BORKOWSKI, an individual,

6 Counterclaim/Third-Party
7 Plaintiffs,

8 v.

9 NUMBERS CONSULTING INC., a
Washington limited liability
10 company, NUMBERS LICENSING,
LLC, a Washington corporation,
11 RAND RENFROE and JAN
RENFROE and their marital
12 property,

13 Counterclaim/Third-Party
14 Defendants.

15
16 The Complaint in the above-captioned action having been filed on March 5,
17 2009 against Defendants bVisual USA, Inc., bVisual Group Ltd., bVisual S.A.
18 ("bVisual"), Stephan Anthony (Tony) Larson; Brian Larson, Jane Doe Larson,
19 Allan Holbrook, and Tom Borkowski (collectively "Defendants"); and Defendants
20 having filed their Answers with counterclaims and third-party claims against
21 Numbers Consulting Inc., Numbers Licensing, LLC (the "Plaintiff"), Rand
22 Renfroe, and Jan Renfroe (collectively, "Numbers" or "Counterclaim Defendants")
23 on May 4, 2009; and Numbers' Reply to Defendants' counterclaims having been
24 filed on May 26, 2009; and the Parties having agreed to resolve their claims,

1 counterclaims and third-party claims with prejudice in accordance with the
2 settlement agreement reached by the parties resolving the action on the basis set
3 forth below; and the parties having agreed that the Court may find:
4 Numbers asserted that it is the creator and owner of a system that facilitates an
5 audio and video internet communications service, including the ability to share a
6 user's computer screen with others over the internet (the "System") and that
7 Defendants have infringed Numbers' rights in the System. Defendants denied any
8 wrongdoing or liability on the claims asserted against them. Plaintiffs denied any
9 wrongdoing or liability on the counterclaims and third-party actions asserted
10 against them.

11 In addition to bVisual's ownership rights under the "work made for hire"
12 doctrine of the copyright laws of the United States of America and any other
13 applicable laws, Numbers hereby releases and assigns to bVisual any and all right,
14 title and interest it may have in and to the System, including but not limited to the
15 following: 1) U.S. Copyright Certificate No. TX 6-882-666 and any other federal
16 or common law copyrights related to the System ("Copyrights"); 2) technical and
17 confidential information, including formulas and formulations, techniques and
18 methods, patentable and un-patentable ideas, compositions, data, databases,
19 specifications, process and production information unique to the System ("Know-
20 How"); and 3) any and all applications for patent and patents related thereto in any
21 and all countries, including all divisionals, continuations, reissues, and extensions
22 thereof and all rights of priority resulting from the filing of such application,
23 including pending U.S. Provisional Patent Application Serial No. 61/152,699

1 ("Patents") (the Copyrights, Know-How and Patents collectively referred to as
 2 "Intellectual Property.").

3 All Parties agree that Jan Renfroe resigned and was removed as a
 4 Director/Officer of bVisual S.A. effective November 21, 2008.

5 The Court having hereby adopted the foregoing findings; and the parties
 6 having further agreed that the Court may enter judgment based on the foregoing
 7 findings, and that the Parties claims and causes of action may be settled and
 8 dismissed with prejudice on the terms set forth below and more fully set forth in
 9 the Settlement Agreement and Releases executed by the Parties on January 25,
 10 2010, it is therefore:

11 **ORDERED, ADJUDGED AND DECREED**

12 1. Numbers assigns to bVisual any and all right, title and interest it may
 13 have to the Intellectual Property. Numbers shall execute all necessary documents
 14 to effectuate the transfer of such rights.

15 2. bVisual shall pay a settlement amount in the sum of One Hundred and
 16 Twenty Thousand Dollars (\$120,000) to Numbers (the "Settlement Payment") in
 17 settlement of this and related State Court Complaint (*Numbers Consulting, Inc. v.*
 18 *bVisual USA, Inc., et al.*, Case Nos. 09-2-119-9 and 09-2-000602-5) for payment
 19 of monies due.

20 3. The Parties acknowledge that the Intellectual Property is regarded as
 21 highly confidential, particularly the applicable source code. Numbers shall be
 22 prohibited from disclosing the Intellectual Property to any other party, and agree
 23 that such disclosure shall be deemed a material breach of this agreement. bVisual
 24 agrees that Numbers' duty of non-disclosure will not apply to any Intellectual
 25

1 Property: 1) that appears in issued patents, printed publications in integrated form
2 or that otherwise is or becomes generally known in the trade through no fault or
3 action of the Plaintiffs; or 2) that Numbers can show by written records was in its
4 possession prior to its relationship with bVisual. Numbers agrees that the
5 Intellectual Property is not deemed published, generally known in the trade, or
6 otherwise within the public domain, merely because certain aspects of the
7 Intellectual Property are embraced by general disclosures in the public domain or
8 in Numbers' possession. Numbers has already filed U.S. Copyright Certificate No.
9 TX 6-882-666 and U.S. Provisional Patent Application Serial No. 61/152,699.
10 While these past filings are not by themselves breaches of this duty of non-
11 disclosure, the existence and contents of these filings shall not be deemed
12 exceptions under subparts 1 and 2 of this paragraph.

13 4. Continuing Protective Order:

14 a. The following types of information, produced during the course of
15 discovery or otherwise obtained through the Litigation shall be
16 “CONFIDENTIAL INFORMATION”:
17 i. Any confidential or trade secret information relating to the
18 design, engineering, manufacture, sales, installation,
19 maintenance and service of the parties’ equipment, systems
20 software, source code, parts, products and services. This
21 includes, but is not limited to, information relating to the
22 System.
23 ii. Names and addresses of the parties’ customers, as well as any
24 other information about such customers, including an analysis
25 of their buying or purchasing habits, requirements,
 specifications, needs, or payment methods.

- iii. The proprietary business methods, plans, systems, or procedures used by the parties in the management and operation of their business, including any proprietary information, methods, systems, know-how, or trade secrets.
- iv. Any information that a party designated as "CONFIDENTIAL INFORMATION" under the terms of the Protective Order entered in this Case (Dckt. 138), including but not limited to deposition testimony, transcripts, and documents produced in the litigation.

b. CONFIDENTIAL INFORMATION was produced and was to be used solely and exclusively for purposes of this case and the related State Court proceeding (*Numbers Consulting, Inc. v. bVisual USA, Inc.*, Nos. 09-2-119-9 and 09-2-60-5). The opposing parties' CONFIDENTIAL INFORMATION shall not be used in or for other cases, proceedings, or disputes, or for any personal, commercial, business, competitive, or other purpose whatever except in defense or prosecution of the Intellectual Property.

c. Except in defense or prosecution of the Intellectual Property, the opposing parties' CONFIDENTIAL INFORMATION may not be disclosed to anyone other than counsel and staff, experts who have signed Exhibit A to the Protective Order, and parties to the Lawsuits. No person who received or reviewed an opposing parties' CONFIDENTIAL INFORMATION shall disclose it or its contents to any person other than those described in this Consent Order and for the purposes specified in paragraph 4(b) above.

d. Within thirty (30) days after final dismissal of this case, all CONFIDENTIAL MATERIALS obtained (including copies thereof) shall be returned to the producing party. All notes, drafts, memoranda, work papers and other materials that contain confidential information obtained from a party (whether prepared by outside counsel, in-house attorneys, or other persons specified in this Order), may be destroyed or retained by outside counsel for the obtaining party, and, if so retained, shall be preserved as Confidential in accordance with the terms of this Order.

1 e. A breach of the provisions of the Protective Order shall be subject to
 2 sanctions, in the discretion of the Court, as authorized by any statute,
 3 rule or inherent power of the Court, or as otherwise provided by law.
 4
 5 f. The provisions of the Protective Order included herein shall survive
 6 and remain in full force and effect after the entry of final dismissal of
 7 this case. Within 30 days after dismissal of the case, the Protective
 8 Order entered in this case (Dckt. 138) is terminated, but the provisions
 9 included herein shall remain in full force and effect.
 10
 11 g. Under paragraph 2 of the Settlement Agreement and Releases, as of
 12 January 27, 2010, any and all CONFIDENTIAL and/or
 13 ATTORNEYS' EYES ONLY designations made pursuant to the
 14 Protective Order by Numbers on any documents or information in any
 15 way related to the System were withdrawn. The Parties intend to
 16 preserve certain provisions of the Protective Order through this
 17 Consent Judgment. Accordingly, nothing in paragraph 4(a) of this
 18 Consent Judgment shall be construed to treat as CONFIDENTIAL
 19 INFORMATION any documents or information produced by
 20 Numbers during the course of the Litigation and formerly covered by
 21 the Protective Order that in any way relate to the System.

22 5. This Court will retain jurisdiction of the case to enforce this Consent
 23 Judgment, the Settlement Agreement and Releases, and any other agreements
 24 resolving the disputes between the Parties. Prior to filing any motion or claim for
 25 breach, the party claiming breach will communicate with the other party's
 26 attorneys, and the allegedly breaching party will have 30 days to cure any potential
 27 breach. The case is otherwise dismissed in its entirety with prejudice, each party to
 28 bear its own attorneys' fees and costs.

29
 30 We consent to the entry of the foregoing Consent Judgment:
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10 (*pro hac vice*)

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18 bVisual Group LTD., d/b/a bVisual World
19 Distribution LTD., bVisual S.A.,
20 Stephan Anthony Larson, Brian Larson,
21 Jane Doe Larson, and Allan Holbrook*

22 Dated: _____

23 bVisual USA, Inc.

24 By J. Mitchell
25 Its SECRETARY
26 Dated 10/28/10

27 bVisual Group Ltd., dba bVisual
28 World Distribution Ltd.

29 By Allan Holbrook

1 Its PRESIDENT
2 Dated 28 OCT 2010

3 bVisual S.A.

4 By T. Larson
5 Its PRESIDENT
6 Dated 28 OCT 2010

7 T. Larson
8 Tony Larson
9 Dated 28 OCT 2010

10 B. Larson
11 Brian Larson
12 Dated 10/28/10

13 A. Larson
14 Angela Larson
15 Dated 10/28/2010

16 _____
17 Allan Holbrook
18 Dated _____

1 Its _____
2 Dated _____

3 bVisual S.A.

4 By _____
5 Its _____
6 Dated _____

7 _____
8 Tony Larson
9 Dated _____

10 _____
11 Brian Larson
12 Dated _____

13 _____
14 Angela Larson
15 Dated _____

16 Allan Holbrook
17 Allan Holbrook
18 Dated October 29 2010

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FINAL JUDGMENT ON CONSENT - 9
(CV-09-065-EFS)

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1 INVICTA LAW GROUP PLLC
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3 /s/ Mark Vincent Jordan
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13 *Attorneys for Plaintiff*

14 Dated: 11-01-2010

15 Numbers Consulting, Inc.

16 By Jan Renfroe
17 Its President

18 Dated Oct 28, 2010

19 Numbers Licensing, LLC

20 By Jan Renfroe
21 Its Manager

22 Dated 10-28-2010

23 Jan Renfroe

24 Dated 10-28-2010

25 Rand S. Renfroe

Dated 10/31/2010

FINAL JUDGMENT ON CONSENT - 10
(CV-09-065-EFS)

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8 Attorney for Defendant Tom Borkowski

9 Dated: 10 - 29 - 2010

10
11 Thomas J. Borkowski
12 Thomas J. Borkowski
13 Dated 10 - 29 - 2010

1 IT IS SO ORDERED.
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DATED this 23 day of November, 2010.



THE HONORABLE EDWARD F. SHEA